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## LABOUR & EMPLOYEES STATE INSURANCE DEPARTMENT

### NOTIFICATION

The 23rd May 2012

No. 4039—li-1(B)-93/2006(Pt.)-L & ESI.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 15th November 2011 in I. D. Case No. 86 of 2006 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial dispute between the Employer of M/s Magnum Polymers Pvt. Ltd., Bhubaneswar and their Workman Shri Bhubaneswar Sahoo, Driver represented by the General Secretary, Magnum Polymers & Fibers Industries Employees Union, Bhubaneswar was referred to for adjudication is hereby published as in the Schedule below :

### SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 86 OF 2006

The 15th November 2011

#### *Present :*

S. A. K. Z. Ahamed, O.S.J.S. (Jr. Branch),  
Presiding Officer,  
Labour Court,  
Bhubaneswar.

#### *Between :*

The Employer,  
M/s Magnum Polymers Pvt. Ltd.,  
(Twine Division), Plot No. 133,  
Mancheswar Industrial Estate, Bhubaneswar.

.. First Party—Management

And

Shri Bhubaneswar Sahoo,  
represented through the General Secretary,  
Magnum Polymers & Fibers  
Industries Employees Union,  
D/1-57, V.S.S. Nagar, P.O. Saheednagar,  
Bhubaneswar.

.. Second Party—Workman

*Appearances :*

Mr. C. V. Padmarajan, Director	.. For First Party— Management
Mr. Bhubaneswar Sahoo	.. For Second Party— Workman himself

## AWARD

The Government of Odisha in the Labour & Employment Department, in exercise of powers conferred upon them by sub-section (5) of Section 12, read with Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) for short the Act have referred the following dispute for adjudication vide their Order No. 11156—li-1 (B)-93/2006-LE., Dt. 16-12-2006.

“Whether the action of the employer of Magnum Polymers Pvt. Ltd., Mancheswar Industrial Estate, Bhubaneswar in refusing employment to Shri Bhubaneswar Sahoo, Driver with effect from the 1st April 2004 is legal and/or justified ? If not, what relief the workman is entitled to ?”

2. The management is present. The workman is absent. Heard the petition. Persued the case record as well as previous orders passed by this Court. On perusal it appears that both the parties have filed their respective claim statement and written statement. But at the time of hearing both the parties filed a joint petition along with a settlement drawn up in form ‘K’ and prayed to pass an award in terms of settlement. So the petition, Dt. 13-1-2011 filed by both the parties is allowed.

An Award is accordingly passed in terms of the settlement which do form part of the Award.

Dictated and corrected by me.

S. A. K. Z. AHAMED  
15-11-2011  
Presiding Officer  
Labour Court  
Bhubaneswar

S. A. K. Z. AHAMED  
15-11-2011  
Presiding Officer  
Labour Court  
Bhubaneswar

By order of the Governor  
M. R. CHOUDHURY  
Under-Secretary to Government

FORM-K  
(See Rule 64)

MEMORANDUM OF SETTLEMENT DATED THE 12TH JANUARY BETWEEN  
M/S MAGNUM POLYMERS (P) LTD. (TWINE DIVISION) 132-A, SECTOR-A, ZONE-A, M.I.E.,  
BHUBANESWAR-10 AND THEIR WORKMAN MR. BHUBANESWAR SAHOO

NAME OF THE PARTIES :

REPRESENTATIVE OF MANAGEMENT

..

WORKMAN

(1) MR. C. V. P. PADMARAJAN

MR. BHUBANESWAR SAHOO

(2) MR. A. P. MALLA

(DISMISSED WORKMAN)

SHORT RECITAL OF THE CASE

Mr. Bhubaneswar Sahoo was working in Magnum Polymers (P) Ltd., (Monofilament & Twine Division) as a Driver from 10-5-1996 till he was dismissed from service by the Management vide their letter No. MPPL/ADMN/BBS/4:603, Dt. 12-10-2004. He raised dispute before the labour authorities and as the conciliation proceedings failed, a failure report was submitted to the Government. Thereafter Government referred the matter to the Presiding Officer, Labour Court for adjudication, which is pending before this Hon'ble Court in I.D. Case No. 86/2006 on the following issue :

"Whether the action of the Employer of Magnum Polymers (P) Ltd. Mancheswar Industrial Estate, Bhubaneswar in refusing Employment to Shri Bhubaneswar Sahoo, Driver with effect from 1-4-2004 is legal and/or justified ? If not, what relief the workman is entitled to".

In the meanwhile Mr. Bhubaneswar Sahoo approached the Management for settlement of the issue and accordingly after a series of discussion Management and Mr. Bhubaneswar Sahoo, workman decided to settle the matter amicably as per the following terms and conditions.

TERMS OF SETTLEMENT

1. It has been agreed by Mr. Bhubaneswar Sahoo that he will not claim any lien on his employment and he will treat that his employment is ceased as per the Order No. MPPL/ADMN/BBS/04/603, Dt. 12-10-2004 issued by the Management.
2. It is agreed and confirmed by both Management & Mr. Bhubaneswar Sahoo that Shri Bhubaneswar Sahoo who was occupying the company quarter has vacated the premises and handed over possession of the same to the Management and Shri Bhubaneswar Sahoo further agreed that the rent payable by him for occupying the quarter after cessation of his services, shall be adjusted against the dues receivable by him from the company.
3. (a) That it is agreed by the management that they will pay to Mr. Bhubaneswar Sahoo a sum of Rs. 4000 (Rupees four thousand only) towards *ex gratia*, gratuity and other terminal benefits as detailed in Annexure 'A' after adjusting the payment made to him as well as the dues payable to him.

(b) Shri Bhubaneswar Sahoo hereby confirms that he has received a sum of Rs. 4000 (Rupees four thousand only) towards full and final settlement of his account as per the details given in Annexure "A" which he verified and signed after having satisfied with the accuracy of the statement in all respect.

(c) Shri Bhubaneswar Sahoo hereby further confirms that by receiving the said amount of Rs. 4000 (Rupees four thousand only) he has received the entire dues from the company and he has no further claim from the company whatsoever.

4. It is mutually agreed that both the parties shall jointly approach the Hon'ble Labour Court with a joint petition praying the Hon'ble Labour Court to pass an award in terms of this settlement in I.D. Case No. 86/2006 pending before the Hon'ble Labour Court as per the reference made by Government vide Notification No. 11156, Dt. 16-12-2006.
5. It is agreed and accepted by both the parties that this settlement is fair in all respect and settles all the issues and disputes pending between them and accordingly both the parties shall file necessary petitions before all the authorities including judicial authorities for withdrawal of all the cases pending, if any before such Authorities/Court of law and further request this Hon'ble Court to pass the award in terms of settlement.
6. That this settlement is signed on this the 12th January 2011.

REPRESENTATIVE OF MANAGEMENT

WORKMAN

(1) MR. C. V. P. PADMARAJAN

MR. BHUBANESWAR SAHOO

(2) MR. A. P. MALLA

## ANNEXURE "A"

## STATEMENT OF ACCOUNT OF MR. BHUBANESWAR SAHOO

Leave salary for 29 days	..	Rs. 2577.00
Gratuity for the period of 8 years	..	Rs. 6646.00
Salary for the month of March 2004	..	Rs. 2435.00
One month notice pay	..	Rs.2666.00
<i>Ex gratia</i>	..	Rs. 4000.00
	..	<u>Rs. 18324.00</u>
Less amount adjusted against rent as against due of Rs. 47,700.00 (From April 2004 to the 14th July 2007)	..	Rs. 9223.00
Less amount paid by S.B.I. Cheque No. 798628 on 14-7-2007.	..	Rs. 5101.00
	Balance	<u>Rs. 4000.00</u>
Amount paid on 13-1-2011 i.e. today by cash.		Rs. 4000.00
	Balance amount	<u>Nil</u>

Received Rs. 4000.00 (Rupees four thousand only) towards full and final settlement of dues amounting to Rs. 18324.00 (Rupees eighteen thousand three hundred twenty-four only) as details above after adjusting the rent of Rs. 9223.00 (Rupees nine thousand two hundred and twenty-three only) and earlier payment of Rs. 5101.00 (Rupees five thousand one hundred one only) and conform that I have no further dues receivable from the company.

BHUBANESWAR SAHOO  
Workman